

EXHIBIT A

AUG 14 2018

SUMMONS (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

U.S. HEALTHWORKS MEDICAL GROUP, PROF. CORP.; and DOES
1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

YVETTE BONNET

E-FILED
5/17/2018 2:45 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
18CV328546
Reviewed By: V. Taylor
Envelope: 1529779

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of Santa Clara County
191 North First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso):

18CV328546

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Arthur A. Navarette, Esq., 1625 The Alameda, Ste. 700, San Jose, CA 95126 P: 408-275-9500 F: 408-275-9131

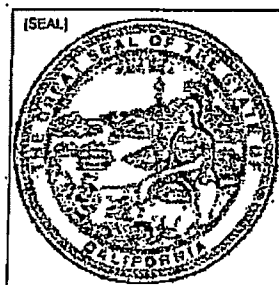
DATE: 5/17/2018 2:45 PM Clerk of Court
(Fecha)

Clerk, by V. Taylor
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

U.S. Healthworks Medical Corp.

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☒ by personal delivery on (date):

ATTACHMENT CV-5012

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER: 18CV328546

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <CountyName> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: <u>Arand, Mary E</u>		Department: <u>9</u>
The 1 st CMC is scheduled for: (Completed by Clerk of Court)		
Date: <u>8/28/2018</u>	Time: <u>1:30pm</u>	in Department: <u>9</u>
The next CMC is scheduled for: (Completed by party if the 1 st CMC was continued or has passed)		
Date: _____	Time: _____	in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2784

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arthur A. Navarette, Esq. SBN 159973 Law Offices of Arthur Albert Navarette 1625 The Alameda, Suite 700 San Jose, CA 95126 TELEPHONE NO.: 408-275-9500 FAX NO.: 408-275-9131 ATTORNEY FOR (Name): Plaintiff Yvette Bonnet		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 5/17/2018 2:45 PM Reviewed By: V. Taylor Case #18CV328546 Envelope: 1529779	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:		CASE NUMBER: 18CV328546 JUDGE: DEPT:	
CASE NAME: Yvette Bonnet v. U.S. Healthworks Medical Group, Prof. Corp, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/DWD (23) Non-P/DP/DWD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/DWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 5
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form GM-015.)

Date: May 17, 2018

Arthur A. Navarette, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/DPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/DPD/WD

Non-P/DPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-P/DPD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26).
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

E-FILED
5/17/2018 2:45 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
18CV328546
Reviewed By: V. Taylor

1 Arthur A. Navarette (SBN 159973)
Law Offices Of Arthur Albert Navarette
2 1625 The Alameda, Suite 700
San Jose, CA 95126
3 Telephone: (408) 275-9500
Facsimile: (408) 275-9131
4

5 Attorney for Plaintiff
Yvette Bonnet
6
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
9 UNLIMITED JURISDICTION
10

11 YVETTE BONNET,

12 Plaintiff,

13 vs.

14 U.S. HEALTHWORKS MEDICAL
GROUP, PROF. CORP.; and DOES 1
15 through 100, inclusive,

16 Defendants.
17
18
19
20
21

Case No. 18CV328546

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

Causes of Action:

1. Violation of 29 USC Section 158
2. Violation of Labor Code Section 1102.5(b)
3. Termination in Violation of Public Policy (29 USC Section 158)
4. Termination in Violation of Public Policy (Labor Code Section 1102.5)
5. Negligent Supervision of Employee

22
23 **GENERAL ALLEGATIONS**

24 1. Plaintiff is informed and believes and on that basis alleges that at all times mentioned in
25 this complaint defendant U.S. HealthWorks Medical Group, Prof. Corp., (hereinafter U.S.
26 HealthWorks) is a corporation licensed to do business in the State of California and doing business in
27

1 Santa Clara County, California.

2 2. Defendants Does 1 - 100 are fictitiously named defendants whose names and identities
3 are presently unknown to plaintiff. Plaintiff will amend her complaint to allege the true names and
4 capacities of the fictitiously named defendants and the charging allegations when the same are
5 ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
6 defendants is responsible in some manner for the occurrences alleged in this complaint, and that
7 plaintiff's damages as herein alleged were proximately caused by those defendants.

8 3. At all times mentioned in this complaint, defendants Does 1 through 100 were the
9 owners, partners, agents, servants, directors, and/or employees of their codefendants, and in doing the
10 things hereinafter alleged were acting in the scope of their authority as owners, partners, agents,
11 servants, directors, and/or employees, and with the permission and consent of their codefendants.

12 4. At all times mentioned in this complaint, defendant U.S. HealthWorks was an employer
13 within the definition of California law, and plaintiff was at all times herein an employee of said
14 defendant within the definition of California law.

15 5. At all times mentioned in this complaint, Does 1 through 100 were persons and/or
16 business entities acting as plaintiff's employer or were persons and/or business entities acting on behalf
17 of plaintiff's employer.

18 6. Plaintiff was employed by defendant U.S. HealthWorks as a Center Manager. Plaintiff
19 was hired by defendant in approximately November 2014.

20 7. Diana Johns, MD (hereinafter "Johns") is/was a Regional Medical Director of defendant
21 U.S. HealthWorks.

22 8. In approximately February 2015 plaintiff experienced Johns yelling and speaking in an
23 abusive tone to plaintiff and the staff at her center. Plaintiff complained to Kathy Deines, Vice-
24 President of Operations, Northern California Division.

25 9. In approximately March 2015 Johns came into plaintiff's office, yelled at plaintiff, and
26 told her that if plaintiff did not do what she said, plaintiff would regret it, her days would be numbered,

1 and that she (Johns) would tell plaintiff she told her so, or words to that effect.

2 10. From approximately July 2015 to January 2016 plaintiff complained to defendant U.S.
3 HealthWorks on several occasions that Johns was creating a hostile work environment for plaintiff and
4 her staff. Plaintiff complained that Johns told plaintiff and the staff to lighten up the schedule or else,
5 or words to that effect. Johns made this demand in a threatening and intimidating way, by yelling and
6 insisting that plaintiff and the staff do what she said. Johns also said that she (Johns) would deny ever
7 pressuring plaintiff and the staff or ever having had such a conversation with them, or words to that
8 effect. Plaintiff felt Johns' directives directly contradicted the directives she had been given by
9 defendant U.S. HealthWorks. Plaintiff told Ms. Deines that plaintiff was fearful that if she did not do
10 what Johns demanded, that Johns would retaliate against her.

11 11. In approximately November 2016 plaintiff reached out to Carolina Farias, Regional
12 Director of Operations, regarding complaints plaintiff had about Johns. Ms. Farias responded by telling
13 plaintiff in an email that she thought plaintiff was creating a bigger issue than plaintiff might want to
14 and that plaintiff might be the one looking bad, or words to that effect. Plaintiff believed she was being
15 threatened with retaliation by this response by Ms. Farias.

16 12. In approximately November/December 2016 Ms. Deines told plaintiff that she (Deines)
17 had heard concerns from other managers about Johns.

18 13. In approximately November 2016 plaintiff forwarded the email plaintiff received from
19 Ms. Farias to Robin Evans, in defendant's Human Resources Department, and told Ms. Evans that
20 plaintiff felt that Farias was threatening plaintiff with retaliation. Plaintiff asked Ms. Evans to make
21 sure Sherif Hanna, defendant U.S. HealthWorks' Senior Vice-President, knew of plaintiff's retaliation
22 concern.

23 14. In approximately April 2017, plaintiff attended a conference for Center Managers in
24 Las Vegas. While at the conference, plaintiff spoke with other Center Managers of defendant U.S.
25 HealthWorks who described ongoing issues they had with Johns, including intimidating behavior,
26 repeatedly yelling profanity at workers, and in one case making an inappropriate comment about a staff

1 member who was older, and her ability to do her job because of her age. Center Managers also told
2 plaintiff about conduct between Johns and both staff and customers that concerned them.

3 15. In approximately May 2017 plaintiff contacted Sharif Hanna asking him to protect
4 plaintiff and her staff from Johns. Mr. Hanna wrote back to plaintiff asking plaintiff to clarify if
5 plaintiff had any recent experiences or if she was hearing from others, or words to that effect. Plaintiff
6 indicated that she was hearing from others. Plaintiff also told Mr. Hanna that other Center Managers
7 had indicated that if contacted they would open up about their concerns about Johns.

8 16. In approximately June 2017 plaintiff learned that a new client was upset because they
9 had witnessed a very harsh interaction between Johns and the clinic staff.

10 17. Plaintiff believed in good faith that the conduct of Johns was illegal. Plaintiff
11 reasonably believed in good faith that defendant U.S. HealthWorks was engaging in illegal practices
12 by allowing Johns to continue her abusive and threatening behavior toward plaintiff and/or other
13 persons employed by defendant U.S. HealthWorks.

14 18. After reporting it to her employer, plaintiff was asked by defendant to further report on
15 the conduct of Johns. On or about June 27, 2017 plaintiff was terminated from her employment with
16 U.S. HealthWorks in retaliation for having complained about Johns to defendant and reporting the
17 complaints of others to defendant.

18 19. Plaintiff had reasonable cause to believe that this information disclosed to defendant
19 U.S. HealthWorks was a violation of state or federal statute, or a violation of or noncompliance with a
20 local, state, or federal rule or regulation. Plaintiff was terminated from her employment in retaliation
21 for disclosing to defendant U.S. HealthWorks information that plaintiff had reasonable cause to believe
22 was a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
23 federal rule or regulation.

24 20. Plaintiff suffered anxiety, depression, and severe emotional distress as a result of
25 defendants' conduct.

FIRST CAUSE OF ACTION

(Violation of 29 USC Sections 157 and 158)

21. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 20, as applicable, as if set forth in full.

22. United States Code Title 29, Section 158(a)(1) provides that "It shall be an unfair labor practice for an employer — to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 157 of this title."

23. United States Code Title 29, Section 157 provides that "Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 158(a)(3) of this title."

24. In terminating plaintiff from her employment, defendant U.S. HealthWorks violated the provisions of 29 U.S.C. Sections 157 and 158(a)(1).

25. As a proximate result of defendant's conduct as herein alleged, plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits.

26. As a proximate result of defendant's conduct as herein alleged, plaintiff has suffered and continues to suffer emotional distress and mental pain and anguish, all to her damage in a sum according to proof.

27. In doing the acts herein alleged, defendants acted with oppression and/or malice and in conscious disregard of plaintiff's rights, and plaintiff seeks punitive and exemplary damages in an amount according to proof.

28. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees for which plaintiff seeks recovery. Plaintiff is personally unaware of the exact amount of these expenses

1 and fees and prays leave of court to amend this complaint when the amounts are more fully known.

2 **SECOND CAUSE OF ACTION**

3 **(Violation of Labor Code Section 1102.5, subd. b)**

4 29. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 28, as
5 applicable, as if set forth in full.

6 30. California Labor Code Section 1102.5 subdivision (b) provides that:

7 “(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an
8 employee for disclosing information, or because the employer believes that the employee disclosed or
9 may disclose information, to a government or law enforcement agency, to a person with authority over
10 the employee or another employee who has the authority to investigate, discover, or correct the
11 violation or noncompliance, or for providing information to, or testifying before, any public body
12 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that
13 the information discloses a violation of state or federal statute, or a violation of or noncompliance with
14 a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of
15 the employee’s job duties.”

16 31. In violation of California Labor Code Section 1102.5, subdivision (b), defendant U.S.
17 HealthWorks terminated plaintiff’s employment because plaintiff had complained to U.S. Health
18 Works about the abusive and threatening behavior of Johns as herein alleged. Plaintiff had reasonable
19 cause to believe that this information disclosed a violation of state or federal statute, or a violation of
20 or noncompliance with a local, state, or federal rule or regulation. Plaintiff reasonably believed in good
21 faith that defendant was engaging in illegal practices by allowing Johns to continue her abusive and
22 threatening behavior toward plaintiff and/or other persons employed by defendant U.S. HealthWorks.

23 32. As a proximate result of defendant’s conduct as herein alleged, plaintiff has sustained
24 and continues to sustain substantial losses in earnings and other employment benefits.

25 33. As a proximate result of defendant’s conduct as herein alleged, plaintiff has suffered
26 damage in a sum according to proof.

34. In doing the acts herein alleged, defendant acted with oppression and/or malice and in conscious disregard of plaintiff's rights, and plaintiff seeks punitive and exemplary damages in an amount according to proof.

35. Plaintiff has incurred and continues to incur legal expenses and attorney fees for which plaintiff seeks recovery. Plaintiff is personally unaware of the exact amount of these expenses and fees and prays leaves of court to amend this complaint when the amounts are more fully known.

THIRD CAUSE OF ACTION

(Termination in Violation of Public Policy - 29 U.S.C. Sections 157 and 158(a)(1))

36. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 35, as applicable, as if set forth in full.

37. 29 U.S.C. Sections 157 and 158(a)(1) embody fundamental, substantial and well-established public policies of the United States.

38. Defendant terminated plaintiff in violation of 29 U.S.C. Sections 157 and 158(a)(1).

39. As a proximate result of defendant's conduct as herein alleged, plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits.

40. As a proximate result of defendant's conduct as herein alleged, plaintiff has suffered and continues to suffer emotional distress, and mental pain and anguish, all to her damage in a sum according to proof.

41. In doing the acts herein alleged, defendant acted with oppression and/or malice and in conscious disregard of plaintiff's rights, and plaintiff seeks punitive and exemplary damages in an amount according to proof.

42. Plaintiff has incurred and continues to incur legal expenses and attorney fees for which plaintiff seeks recovery. Plaintiff is personally unaware of the exact amount of these expenses and fees and prays leaves of court to amend this complaint when the amounts are more fully known.

FOURTH CAUSE OF ACTION

(Termination in Violation of Public Policy – Labor Code Section 1102.5)

1 43. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 42, as
2 applicable, as if set forth in full.

3 44. At all times herein mentioned California Labor Code Section 1102.5 was in full force
4 and effect and was binding on defendant. Subdivision (b) of California Labor Code Section 1102.5
5 prohibits defendant from retaliating and/or discharging any person from employment for disclosing
6 information which plaintiff has reasonable cause to believe discloses a violation of state or federal
7 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

8 45. California Labor Code Section 1102.5 embodies fundamental, substantial and well-
9 established public policies of the State of California.

10 46. Defendant terminated plaintiff, as herein alleged, in violation of Labor Code Section
11 1102.5, subdivision b, because plaintiff had complained to her employer about the abusive and
12 threatening behavior of Johns as herein alleged. Plaintiff had reasonable cause to believe that this
13 information disclosed a violation of state or federal statute, or a violation of or noncompliance with a
14 local, state, or federal rule or regulation. Plaintiff reasonably believed in good faith that defendant was
15 engaging in illegal practices by allowing Johns to continue her abusive and threatening behavior
16 toward plaintiff and/or other persons employed by defendant U.S. HealthWorks.

17 47. As a proximate result of defendant's conduct as herein alleged, plaintiff has sustained
18 and continues to sustain substantial losses in earnings and other employment benefits.

19 48. As a proximate result of defendant's conduct as herein alleged, plaintiff has suffered
20 damage in a sum according to proof.

21 49. In doing the acts herein alleged, defendant acted with oppression and/or malice and in
22 conscious disregard of plaintiff's rights, and plaintiff seeks punitive and exemplary damages in an
23 amount according to proof.

24 50. Plaintiff has incurred and continues to incur legal expenses and attorney fees for which
25 plaintiff seeks recovery. Plaintiff is personally unaware of the exact amount of these expenses and fees
26 and prays leaves of court to amend this complaint when the amounts are more fully known.

FIFTH CAUSE OF ACTION

(Employer's Negligent Supervision)

51. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 50 as applicable, as if set forth in full.

52. Plaintiff is informed and believes and thereon alleges that defendant knew, or in the exercise of reasonable diligence should have known, that Johns was abusing, threatening and harassing plaintiff, yet defendant did nothing to stop it.

53. In doing nothing to stop Johns from abusing, threatening and harassing plaintiff and/or others, defendant failed to properly supervise Johns. As a result of defendant's failure to properly supervise Johns, Johns repeatedly abused, threatened, and harassed plaintiff and/or others.

54. In doing the acts alleged herein in conscious disregard of plaintiff's rights, defendant acted with oppression and/or malice, and plaintiff seeks punitive and exemplary damages in an amount according to proof.

PRAAYER FOR RELIEF

WHEREFORE, plaintiff requests relief as follows:

1. For compensatory damages, including lost wages and employment benefits according to proof;
2. For mental and emotional distress damages;
3. For general and special damages as may be appropriate;
4. For all actual, consequential, and incidental losses and damages, according to proof;
5. For a civil penalty in the amount of \$10,000.00 for each violation pursuant to Labor Code Section 1102.5;
6. For an award of interest, including prejudgment interest, at the legal rate;
7. For punitive and exemplary damages;
8. For an award of reasonable attorney fees;

1 9. For costs of suit incurred herein; and,

2 10. For such other and further relief as the Court deems appropriate.

3
4 Dated: May 17, 2018

Law Offices Of Arthur Albert Navarette

5
6 By: 

Arthur A. Navarette

Attorney for Plaintiff Yvette Bonnet

7
8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial by jury of the causes of action and claims asserted herein.

11
12 Dated: May 17, 2018

Law Offices Of Arthur Albert Navarette

13
14 By: 

Arthur A. Navarette

Attorney for Plaintiff Yvette Bonnet

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

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PLAINTIFF/PETITIONER: Yvette Bonnet	CASE NUMBER: 18CV328546
DEFENDANT/RESPONDENT: U.S. Healthwork Medical Group Prof. Corp., et al.	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)
- Plaintiff was wrongfully terminated in retaliation for complaining about what she believed to be illegal activity in the workplace. Defendant engaged in other conduct in the workplace in violation of 29 USC Section 158. Plaintiff seeks exemplary, compensatory, emotional distress, special damages, punitive damages, costs and attorneys' fees.
- ☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)
5. **Jury or nonjury trial**
The party or parties request ☒ a jury trial ☐ a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):
6. **Trial date**
a. ☐ The trial has been set for (date):
b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):
7. **Estimated length of trial**
The party or parties estimate that the trial will take (check one):
a. ☒ days (specify number): 4 to 5 days
b. ☐ hours (short causes) (specify):
8. **Trial representation (to be answered for each party)**
The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:
☐ Additional representation is described in Attachment 8.
9. **Preference**
☐ This case is entitled to preference (specify code section):
10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation (if available).**
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

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PLAINTIFF/PETITIONER: Yvette Bonnet	CASE NUMBER:
DEFENDANT/RESPONDENT: U.S. Healthwork Medical Group Prof. Corp., et al.	18CV328546

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete mediation by (<i>date</i>): <input type="checkbox"/> Mediation completed on (<i>date</i>):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete settlement conference by (<i>date</i>): <input type="checkbox"/> Settlement conference completed on (<i>date</i>):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete neutral evaluation by (<i>date</i>): <input type="checkbox"/> Neutral evaluation completed on (<i>date</i>):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete judicial arbitration by (<i>date</i>): <input type="checkbox"/> Judicial arbitration completed on (<i>date</i>):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete private arbitration by (<i>date</i>): <input type="checkbox"/> Private arbitration completed on (<i>date</i>):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete ADR session by (<i>date</i>): <input type="checkbox"/> ADR completed on (<i>date</i>):

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PLAINTIFF/PETITIONER: Yvette Bonnet	CASE NUMBER: 18CV328546
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11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Plaintiff	Written Discovery	November, 2018
Plaintiff	Depositions	December, 2018
Plaintiff	Expert Depositions	Per Code

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

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PLAINTIFF/PETITIONER: Yvette Bonnet	CASE NUMBER: 18CV328546
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17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
No one to meet and confer with yet.
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: August 24, 2018

Arthur A. Navarette, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

PROOF OF SERVICE

I am a citizen of the United States, over the age of eighteen, and not a party to the within action. I am employed by Law Offices of Arthur Albert Navarette whose business address is 1625 The Alameda, Suite 700, San Jose, CA 95126. On the date set forth below I served the following documents:

CASE MANAGEMENT STATEMENT

on the following person(s) in this action:

National Registered Agent,
Agent for Service for U.S. Healthworks Medical Group, Prof. Corp.
818 West 7th Ste., Ste. 930
Los Angeles, CA 90017

in the following manner:

☒ (BY MAIL) By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Jose, California addressed as set forth above.

☐ (BY OVERNIGHT DELIVERY) By placing the document(s) listed above in a sealed envelope for overnight delivery, in a box or other facility regularly maintained by an express service carrier, or delivered to an authorized courier or driver authorized by that express service carrier with delivery fees paid or provided for, and addressed as set forth above.

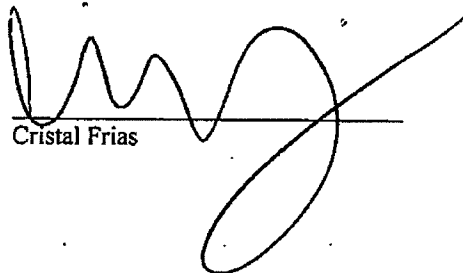
☐ (BY FACSIMILE) The document(s) listed above were transmitted by facsimile transmission from facsimile machine number (408) 275-9131 on _____ to the offices of the person(s) listed above, at their respective facsimile numbers shown above. The transmission was reported as complete and without error. The transmission report, a copy of which is attached to this proof of service, was properly issued by the transmitting facsimile machine.

☐ (BY PERSONAL DELIVERY) I caused true and correct copies of the above documents to be placed in an envelope(s) addressed to the addressee(s) and I caused such envelope(s) to be delivered by hand on the office(s) of the addressee(s).

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed August 24, 2018 at San Jose, California.


Cristal Frias